

AN ORDINANCE approving Contract #6284-92, PHASE I LINCOLNSHIRE ADDITION CURBFACE WALKS, DRIVEWAYS, SUB-SURFACE DRAINAGE, MILLING & RESURFACING OF STREET AND PARTIAL STORM SEWER IMPROVEMENT, between WAYNE ASPHALT & CONSTRUCTION COMPANY and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract #6284-92, PHASE I LINCOLNSHIRE ADDITION CURBFACE WALKS, DRIVEWAYS, SUB-SURFACE DRAINAGE, MILLING & RESURFACING OF STREET AND PARTIAL STORM SEWER IMPROVEMENT by and between WAYNE ASPHALT & CONSTRUCTION COMPANY and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

the improvement of the following by construction curbface walks, driveways, sub-surface drainage, milling and resurfacing of street and partial storm sewer improvement: Hollis Lane from South Calhoun Street to west end of Lincolnshire Addition and Webster Street from Hollis Lane to West Crown Lane;

involving a total cost of One Hundred Twenty-Eight Thousand Nine Hundred Twenty-Three and 25/100 Dollars (\$128,923.25)

SECTION 2. Prior Approval has been requested from Common Council on DECEMBER 8, 1992. Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Sam J. Talarico  
Council Member

APPROVED AS TO FORM AND LEGALITY

J. Timothy McCauley  
J. Timothy McCauley, City Attorney

Admn. Appr.

TITLE OF ORDINANCE: Contract #6284-92, Phase I Lincolnshire Addition Curbface Walks, Driveways, Sub-Surface Drainage, Milling & Resurfacing of Street and Partial Storm Sewer Improvement

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Contract 6284-92 is for the improvement of the following by constructing curbface walks, driveways, sub-surface drainage, milling and resurfacing of street and partial storm sewer improvement: Hollis Lane from South Calhoun Street to west end of Lincolnshire Addition and Webster Street from Hollis Lane to West Crown Lane. Wayne Asphalt & Construction Company is the contractor. PRIOR APPROVAL WAS RECEIVED ON 12/8/92.

EFFECT OF PASSAGE: Improvement of Phase I Lincolnshire Addition

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$128,923.25 (Barrett Law/BOW 4433)

ASSIGNED TO COMMITTEE:

## PROJECT: LINCOLNSHIRE PHASE 1

RES. NO.: 6784-97

RINDER,

## INDEX

## INDEX.

**817MEB.**

DATE: 11-18-92

B.O. NO.: 115-91

**WAYNE ASPHALT**

DEHNER CONST. INC.

**BROOKS CONST. CO. INC. IT-6 INCORPORATED**

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)						
1.	Pavement Removal Incl. Sawing	925	SY	3.50	3237.50	4.65	4301.25	4.05	3746.25	5.00	4625.00	18.43	17047.75						
2.	Concrete Removal	2100	SY	3.50	7350.00	6.00	12600.00	2.86	6006.00	7.00	14700.00	9.13	19173.00						
3.	6" Sub-Surface Drainage	2800	LF	6.00	16800.00	4.10	11480.00	8.51	23828.00	6.50	18200.00	5.11	14308.00						
4.	Millings Asphalt	4050	SY	0.90	3645.00	1.33	5386.50	1.52	6156.00	2.50	10125.00	2.55	10327.50						
5.	Adjust Casting	14	EA	150.00	2100.00	150.00	2100.00	125.00	1750.00	125.00	1750.00	178.00	2492.00						
6.	12" Class IV RCP	60	LF	25.00	1500.00	22.00	1320.00	35.40	2124.00	25.00	1500.00	40.00	2400.00						
7.	11" Type "C" Casting	3	EA	200.00	600.00	175.00	525.00	200.00	600.00	300.00	900.00	286.00	858.00						
8.	1" Type I-C Inlet	2	EA	700.00	1400.00	590.00	1180.00	600.00	1200.00	1000.00	2000.00	556.00	1112.00						
9.	5.5' Curbside Walk (4")	1330	SY	19.00	26410.00	23.00	31970.00	23.56	32748.40	21.00	29190.00	23.52	32672.80						
10.	6" Drive	690	SY	25.00	17250.00	21.80	15042.00	24.60	16974.00	25.00	17250.00	24.00	16560.00						
11.	Yard Drain	20	EA	200.00	4000.00	165.00	3300.00	175.00	3500.00	250.00	5000.00	230.00	4600.00						
12.	Backfill for Walk	500	TDN	7.00	3500.00	10.50	5250.00	9.00	4500.00	10.00	5000.00	5.72	2860.00						
13.	Topsoil	275	TDN	12.00	3300.00	10.50	2887.50	12.00	3300.00	13.75	3781.25	16.28	4477.00						
14.	Seed/Fertilizer & Mulch	2800	SY	1.00	2800.00	0.50	1400.00	1.25	3500.00	0.43	1204.00	1.00	2800.00						
15.	8" Borrow for Walk	250	TDN	7.00	1750.00	5.00	1250.00	8.50	2125.00	5.50	1375.00	6.35	1587.50						
16.	19" Binder HMC	700	TDN	22.50	15750.00	22.00	15400.00	24.20	16940.00	25.00	17500.00	27.00	18900.00						
17.	112" Surface HMC	275	TDN	27.00	7425.00	40.84	11231.00	28.60	7865.00	35.00	9625.00	30.00	8250.00						
18.	11" Sidewalk (6") w/Ramps	100	SY	21.50	2150.00	23.00	2300.00	28.30	2830.00	30.00	3000.00	25.40	2540.00						
TOTAL:		\$120,967.50		TOTAL:		\$128,923.25		TOTAL:		\$139,692.65		TOTAL:		\$146,725.25		TOTAL:		\$162,985.55	
		1% over		6.17% over		13.40% over		17.56% over		25.78% over									
		1% under		0.00% under		0.00% under		0.00% under		0.00% under									

**CONTRACT NO. 6284-92**

**PHASE I LINCOLNSHIRE ADDITION CURBFACE WALKS, DRIVEWAYS,  
SUB-SURFACE DRAINAGE, MILLING & RESURFACING OF STREET AND  
PARTIAL STORM SEWER IMPROVEMENT-(HOLLIS LANE & WEBSTER ST.)  
(BARRETT LAW/BOW 4433)**

**BOARD ORDER NO. 115-91**

**WORK ORDER NO. 10,961**

THIS CONTRACT made and entered into in triplicate this 9 day of DECEMBER, 1992, by and between WAYNE ASPHALT & CONSTRUCTION CO., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

**ARTICLE 1: SCOPE OF WORK**

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

TO IMPROVE THE FOLLOWING BY CONSTRUCTING CURBFACE WALKS, DRIVEWAYS, SUB-SURFACE DRAINAGE, MILLING AND RESURFACING OF STREET AND PARTIAL STORM SEWER IMPROVEMENT: HOLLIS LANE FROM SOUTH CALHOUN STREET TO WEST END OF LINCOLNSHIRE ADDITION AND WEBSTER STREET FROM HOLLIS LANE TO WEST CROWN LANE.

all according to Res. No. 6284-92 and do everything required by this contract and the other documents constituting a part hereof.

**ARTICLE 2: THE CONTRACT SUM**

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of \$128,923.25. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

**ARTICLE 3: PROGRESS PAYMENTS AND RETAINAGE**

The CONTRACTOR may submit requests for payments no more often than every thirty (30) days for work performed and accepted under the contract. If the contractor is in compliance with the provisions of the contract, the Board will make payments for such work performed and completed. However, in any such case, the Board will retain ten percent (10%) of the total amount owing to insure satisfactory completion of the contract and to insure Contractor's compliance with the E.B.E. Rider attached to the contract. Payments to the Contractor are not to exceed 90% of the total contract amount until the Owner has verified that the Contractor has made good faith efforts to attain the E.B.E. goal stipulated in the E.B.E. Rider attached hereto.

If the contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payment of the final 10% of the total contract amount will be dependent upon good faith efforts to comply with the E.B.E. Rider, and subject to appropriate reduction in the event of non-compliance, as provided in paragraph 6 of the E.B.E. Rider.

#### **ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due at the time the work is fully completed and accepted and the contract, including the E.B.E. Rider, is fully performed. Payments to the Contractor are not to exceed 90% of the total contract amount until the Owner has verified that the Contractor has made good faith efforts to attain the E.B.E. goal stipulated in the E.B.E. Rider attached hereto.

Upon filing of a **Completion Affidavit** by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the **Board of Public Works** will direct the **Engineering Department** of the **OWNER** to promptly make such inspection and will direct the **Contract Compliance Department** of the **OWNER** to make a final recommendation on whether the **CONTRACTOR** made good faith efforts to attain the E.B.E. goal stipulated in the E.B.E. Rider.

When the **Engineering Department** finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the **Board of Public Works**. Likewise, when the **Contract Compliance Department** determines that the **CONTRACTOR'S** efforts constitute good faith efforts to attain the E.B.E. goal as agreed in the E.B.E. Rider, it shall so inform the **Board of Public Works** through an **E.B.E. Compliance Final Report**.

Upon receiving both the **Engineering Department's** and the **Contract Compliance Department's** recommendations, the **Board of Public Works** shall issue a final certificate stating the work provided for in this Contract has been completed and accepted, and further stating that the E.B.E. Rider goal has been met. Thereupon, the entire balance of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that the **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

In the event that the **Board of Public Works** determines that good faith compliance with the E.B.E. Rider has not occurred, appropriate reduction in the final payment will be made, pursuant to paragraph 6 of the E.B.E. Rider attached hereto. Said amount shall be added to the City of Fort Wayne E.B.E. Bond Guarantee Fund and contractor agrees to accept the reduced amount as full payment under the terms of his/her contract.

If the contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payment of the final 10% of the total contact amount will be dependent upon good faith efforts to comply with the E.B.E.

Rider, and subject to appropriate reduction in the event of non-compliance, as provided in paragraph 6 of the E.B.E. Rider attached hereto.

**ARTICLE 5: WORKMEN'S COMPENSATION ACT**

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award or any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

**ARTICLE 6: NONDISCRIMINATION OF LABOR**

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

**ARTICLE 7: PREVAILING WAGE SCALE**

The CONTRACTOR agrees to pay, and also requires of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

**ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT**

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Resolution No. 6284-92.
- b. Instructions to Bidders for Resolution No. 6284-92.
- c. Contractor's Proposal Dated 11/18/92.
- d. Ft. Wayne Street Engineering Drawings accompanying bid packet for Resolution No. 6284-92.

- e. Supplemental Specifications accompanying bid packet for Resolution No. 6284-92.
- f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Right-of-Way Cut Permit.
- l. Comprehensive Liability Insurance Coverage.
- m. Minority/Female Employment Hourly Utilization
- n. E.B.E. Rider

#### **ARTICLE 9: GUARANTEE OF WORKMANSHIP**

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of three (3) years following written acceptance of the work by the OWNER.

#### **ARTICLE 10: INDEMNITY**

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insuror acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

#### **ARTICLE II: ADJUSTMENTS OF DISPUTES**

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Public Works of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### **ARTICLE 12:**

The CONTRACTOR agrees to complete the work specified in the contract by 7/1/93 after having been ordered by the OWNER to commence work under this contract.

**ARTICLE 13: COUNCILMANIC APPROVAL**

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

**ARTICLE 14:**

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR

BY: Virgil E. Walters

Virgil E. Walters  
President

BY: Todd K. Guthrie

Todd K. Guthrie  
Secretary

CITY OF FORT WAYNE, INDIANA

BY: Paul Helmke  
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS

Charles E. Layton  
Director of Public Works

C. James Owen  
Member

Katherine A. Carrier  
Member

ATTEST:

Patricia J. Crick  
Patricia J. Crick, Clerk

ACKNOWLEDGMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this 2nd day of December, 1992, personally appeared the within named Virgil E. Walters, Todd K. Guthrie, who, being by me first duly sworn upon their oaths, say that they are the President and Secretary of Wayne Asphalt, and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of \_\_\_\_\_ for the uses and purposes therein set forth.

Jane M. Bowers  
NOTARY PUBLIC

Jane M. Bowers  
(Type or print name of notary)

MY COMMISSION EXPIRES: 4-5-95

ACKNOWLEDGEMENT

STATE OF INDIANA )  
                              ) SS:  
COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this 21st day of Dec, 1993, personally appeared the within named Paul Helmke, Mayor of the City of Fort Wayne; Charles E. Layton, C. James Owen and Katherine A. Carrier, members of the Board of Public Works, City of Fort Wayne, Indiana; and Patricia J. Crick, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

CAROLYN S. NEWPORT  
NOTARY PUBLIC STATE OF INDIANA  
ALLEN COUNTY  
MY COMMISSION EXPI. JUNE 21, 1995

Carolyn S. Newport  
NOTARY PUBLIC

\_\_\_\_\_  
Type or Print Name of Notary

My Commission Expires: \_\_\_\_\_

Approved by the Common Council of the City of Fort Wayne on  
day of \_\_\_\_\_, 19\_\_\_\_.

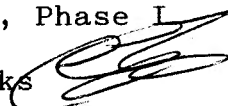
Special Ordinance No. \_\_\_\_\_.

MEMORANDUM

TO: Common Council Members

DATE: January 5, 1993

RE: Introduction of Contract on January 12, 1993 for Resolution #6284-92, Lincolnshire Addition, Phase I

FROM: Charles E. Layton, Board of Works 


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This project was originated by a petition by property owners in the Fifth District. There was a hearing Notice to Property Owners on October 14, 1992. There were no remonstrances. We advertised Notice to Contractors on October 30 and November 6, 1992 and received bids on November 18, 1992.

The contract for Resolution #6284-92, Lincolnshire Addition, Phase I was awarded to Wayne Asphalt & Construction Company in the amount of \$128,923.25. They were the lowest of four bidders. This is for the construction of curbface walks, driveways, sub-surface drainage, milling and resurfacing of street and partial storm sewer improvement on the following:

1. Hollis Lane from South Calhoun Street to West end of Lincolnshire Addition.
2. Webster Street from Hollis Lane to West Crown Lane.

It is to be funded by Barrett Law and COIT. Prior approval was received on December 8, 1992.

 S-53-01-11

Read the first time in full and on motion by Salvino, seconded by \_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 1-12-93

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Salvino, seconded by \_\_\_\_\_, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
TOTAL VOTES	<u>8</u>			<u>1</u>
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY				<u>✓</u>
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 1-26-93

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) ~~(APPROPRIATION)~~ ~~(GENERAL)~~ ~~(SPECIAL)~~ ~~(ZONING)~~ ORDINANCE RESOLUTION NO. 8-10-93 on the 26th day of January, 1993

ATTEST:

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

(SEAL)  
Mark P. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of January, 1993, at the hour of 11:30 o'clock PM, M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 27th day of January, 1993, at the hour of 3:15 o'clock PM, M., E.S.T.

PAUL HELMKE  
PAUL HELMKE, MAYOR

BILL NO. S-93-01-11

REPORT OF THE COMMITTEE ON  
PUBLIC WORKS

SAMUEL J. TALARICO - CHAIRPERSON  
CLETUS R. EDMONDS - VICE CHAIRPERSON  
GIAQUINTA, BRADBURY

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract  
#6284-92, ~~PAUSE~~ I, LINCOLNSHIRE ADDITION CURBFACE WALKS, DRIVEWAYS,  
SUB-SURFACE DRAINAGE, MILLING & RESURFACING OF STREET AND PARTIAL  
STORM SEWER IMPROVEMENT, between WAYNE ASPHALT & CONSTRUCTION  
COMPANY and the City of Fort Wayne, Indiana, in connection with  
the Board of Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*Samuel J. Talarico*

*Janet G. Bradbury*

*Cletus R. Edmonds*

*Mark E. Giaquinta*

DATED: *1-26-93*

Sandra E. Kennedy  
City Clerk